

EXHIBIT A



CT Corporation

**Service of Process
Transmittal**

11/12/2020

CT Log Number 538576769

TO: Chris Camp
National Administration Company, Inc.
16476 WILD HORSE CREEK RD
CHESTERFIELD, MO 63017

RE: Process Served in Delaware

FOR: Med-Sense Guaranteed Association (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Lucas Horton, Pltf. vs. Med-Sense Guaranteed Association, Dft.

DOCUMENT(S) SERVED: -

COURT/AGENCY: None Specified
Case # JS2000320D

ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, Wilmington, DE

DATE AND HOUR OF SERVICE: By Process Server on 11/12/2020 at 12:20

JURISDICTION SERVED : Delaware

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): None Specified

ACTION ITEMS: CT has retained the current log, Retain Date: 11/12/2020, Expected Purge Date: 11/17/2020

Image SOP

Email Notification, Karen Boeker karen_boeker@AJG.com

Email Notification, Chris Camp chris_camp@ajg.com

SIGNED: The Corporation Trust Company

ADDRESS: 208 South LaSalle Street
Suite 814
Chicago, IL 60604

For Questions: 866-331-2303
CentralTeam1@wolterskluwer.com



PROCESS SERVER DELIVERY DETAILS

Date: Thu, Nov 12, 2020

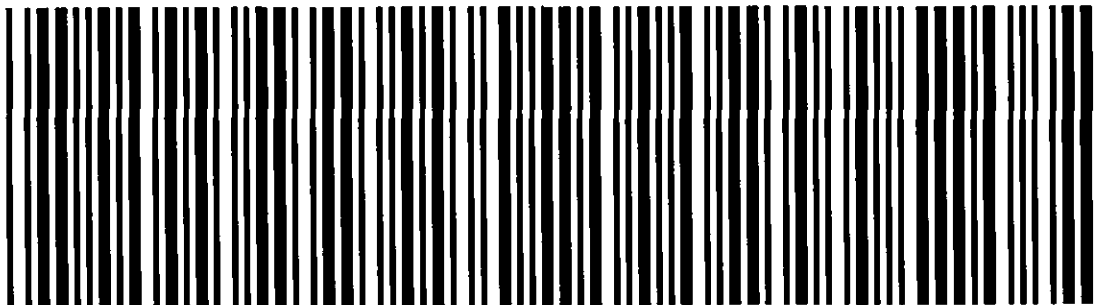
Server Name: Stephen Kempski

Entity Served MED-SENSE GUARANTEED ASSOCIATION

Agent Name THE CORPORATION TRUST COMPANY

Case Number

Jurisdiction DE



TO THE DEFENDANT: MED SENSE GUARANTEED ASSOCIATION THE CORPORATION TRUST COM

SUIT DESCRIPTION:
SEE PETITION

YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY TO HELP YOU IN DEFENDING AGAINST THIS LAWSUIT. BUT YOU ARE NOT REQUIRED TO EMPLOY AN ATTORNEY. YOU

PLAINTIFF(S):
HORTON, LUCAS
1202 STRATFIRD DR
RICHARDSON, TX 75080
(214) 909 3341

OR YOUR ATTORNEY MUST FILE AN ANSWER WITH THE COURT. YOUR ANSWER IS DUE BY THE END OF THE 14TH DAY AFTER THE DAY YOU WERE SERVED WITH THESE PAPERS. IF THE 14TH DAY IS A SATURDAY, SUNDAY, OR LEGAL HOLIDAY, YOUR ANSWER IS DUE BY THE END OF THE FIRST DAY FOLLOWING THE 14TH DAY THAT IS NOT A SATURDAY,

VS.

SUNDAY, OR LEGAL HOLIDAY. DO NOT IGNORE THESE PAPERS. IF YOU DO NOT FILE AN ANSWER BY THE DUE DATE, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU. FOR

DEFENDANT(S):
MED SENSE GUARANTEED ASSOCIATION/
THE CORPORATION TRUST COMPANY
1209 ORANGE ST
CORPORATION TRUST CENTER

FURTHER INFORMATION, CONSULT PART V OF THE TEXAS RULES OF CIVIL PROCEDURE, WHICH IS AVAILABLE ONLINE AND ALSO AT THE COURT LISTED ON THIS CITATION.

WILMINGTON, DE 19801
(800) 992 8044

IF YOU FAIL TO FILE AN ANSWER, JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE RELIEF DEMANDED IN THE PETITION. A COPY OF PLAINTIFF'S PETITION IS ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH WRITTEN IN.

CITATION
IN THE JUSTICE COURT

GIVEN UNDER MY HAND OFFICIALLY, THIS NOVEMBER 10, 2020.

FILED ON: 11-10-2020

CITATION ISSUED: 11-10-2020
CITATION ISSUED TO
PL/OCC/YRC

Margaret O'Brien

JUDGE MARGARET O BRIEN
JUSTICE OF THE PEACE
PRECINCT 2 PLACE 1
DALLAS COUNTY

MARGARET O BRIEN
JUSTICE OF THE PEACE
PRECINCT 2, PLACE 1
DALLAS COUNTY
140 N. GARLAND AVE.
GARLAND, TEXAS 75040
(214) 643-4773

STATEMENT OF CLAIMS

SMALL CLAIMS COURT OF DALLAS COUNTY, TEXAS

Case No.

Precinct/County

Receipt No.

PLAINTIFF(S): Lucas Horton

STREET ADDRESS: 1202 Stratford Dr

CITY, STATE, ZIP CODE: Richardson, TX 75080

HOME PHONE: 214 909 3341

BUSINESS PHONE:

VS.

DEFENDANT(S): Med Sense Guaranteed Association

STREET ADDRESS: 917 Clocktower Drive, Suite 100

CITY, STATE, ZIP CODE: Springfield, IL 62704

HOME PHONE:

BUSINESS PHONE: 800) 992-8044

CLERK
2020 NOV 10 AM 9:16
DALLAS COUNTY, TEXAS
JUSTICE OF THE PEACE
PRECINCT 22

PERSON(S) TO BE SERVED: THE CORPORATION TRUST COMPANY

STREET ADDRESS: CORPORATION TRUST CENTER 1209 ORANGE ST

CITY, STATE, ZIP CODE: WILMINGTON, DE 19801

PHONE: 302-658-7581

☒ Defendant(s) is/are justly indebted to Plaintiff in the sum of \$ 7500, along with Costs of court for the following reason(s): See Attached

OR

☐ Defendant(s) is/are justly indebted to Plaintiff(s) for return of the following described Property:

valued at \$

AND there are not counterclaims existing in favor of Defendant(s) against Plaintiff(s) except:

Case 3:20-cv-03470-L Document 1-1 Filed 11/23/20 Page 6 of 11 PageID 10
PLAINTIFF(S) REQUEST (s): a judgment for a sum of money against Defendant(s), plus pre-judgment interest,
plus reasonable attorney fees, plus all costs of court, plus post-judgment interest at the highest legal rate.

Plaintiff's Attorney

Address and Suite No.

City State Zip

Phone Fax

Bar Card #

**ANY LEGAL QUESTIONS WILL NOT BE ANSWERED BY THIS COURT.
LEGAL AIDE: 214-748-1234**

Information on Small Claims can be found at: Website: www.JudgeMO.org

**Unsworn Declaration
(Texas Civil Practice and Remedies Code, Section 132.001)**

I am the X Plaintiff Attorney of Record for the Plaintiff in this proceeding
Lucas Horton

Printed Name

1202 Stratford Dr Richardson, TX 75080

Street Address/City/ State/Zip

214-909-3341

Phone Number/Fax Number

**I declare under penalty of perjury that all information in the attached document titled, *Statement of Claims*,
is true and correct.**

**Penalty for making or using a false affidavit – a person who makes or uses an affidavit knowing it to be
false, shall be fined as provided in title 18 United States Code, or imprisoned for not more than one year,
or both.**

11/20/20 L Horton
Signature

11-10-20
Date

LUCAS HORTON,
Plaintiff,

v.

Med-Sense Guaranteed
Association

Defendant.

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IN THE DALLAS COUNTY

JUSTICE COURT

PRECINCT 2, PLACE 1

DALLAS, TEXAS

CLERK
2020 NOV 10 AM 9:16
JUSTICE OF THE PEACE
PRECINCT 2.1
DALLAS COUNTY, TEXAS

Plaintiff Lucas Horton ("Plaintiff") brings this Complaint against Med-Sense Guaranteed Association, Inc. ("Defendant") to stop Defendant's practice of using 3rd party marketing companies to place telemarketing calls to consumers that feature an artificial and/or prerecorded voice and obtain damages and other redress caused by Defendant's conduct. Plaintiff, for his Complaint, alleges as follows upon personal knowledge as to himself and his own acts and experiences, and, as to all other matters, upon information and belief.

JURISDICTION & VENUE

1. The Court has subject matter jurisdiction over this action pursuant Texas Business and Commerce Code 305.053 ("TX 305") and 28 U.S.C. § 1331, as the action arises under the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, ("TCPA").

1. PARTIES

2. Plaintiff is an individual who resides in Dallas, Dallas County, Texas.
3. Defendant is a corporation incorporated and existing under the laws of the State of Illinois whose primary place of business and corporate headquarters is located at 917 Clocktower Dr, STE. 100, Springfield, IL 62704

1. COMMON FACTUAL ALLEGATIONS

4. Defendant uses proxies to place unwanted telemarketing calls to solicit consumers to purchase health insurance plans.
5. All of the calls at issue in this case were made on behalf of, for the benefit of, or with the knowledge and approval of Defendant.
6. Unfortunately for consumers, Defendant, in an attempt to sell more health insurance plans, engaged in an aggressive telemarketing campaign that includes violating the TCPA thousands of times a day.
7. Specifically, Defendant (or a third-party acting on its behalf and for its benefit) places unsolicited telemarketing calls to consumers that sometimes feature an artificial and/or prerecorded voice messages selling health insurance.
8. Rather than adhere to the requisite rules regarding obtaining consent prior to engaging in telemarketing, Defendant (or a third-party acting on its behalf or for its benefit) places repeated calls to consumers who have never provided consent (either orally or in writing) to receive such calls. By placing the calls without first obtaining prior express written consent, Defendant plainly violates the Texas Business and Commerce Code 305.001, and TCPA 47 U.S.C. § 227, *et seq.*
9. By making unauthorized telemarketing calls as alleged herein, Defendant has caused consumers actual harm. This includes the aggravation, nuisance and invasions of privacy that result from the placement and receipt of such calls, in addition to the wear and tear on their telephones, consumption of battery life, lost ability to place outgoing calls and other interruption in use, cellular minutes, loss of value realized for

the monies consumers paid to their carriers for the receipt of such calls, and other diminished use, enjoyment, value, and utility of their cellphones and cellphone plans. The calls also reduce Plaintiff's productivity.

10. Furthermore, Defendant (or a third-party acting on its behalf and for its benefit) made the calls knowing that the calls trespassed against and interfered with Plaintiff use and enjoyment of, and the ability to access, their telephones, including the related data, software, applications, and hardware components.
11. Defendant knowingly made, and continues to make, repeated prerecorded telemarketing calls to consumers' telephones without the prior express consent of the recipients.
12. As such, Defendant not only invaded the personal privacy of Plaintiff it also intentionally, repeatedly, and willfully violated the TCPA.
13. The calls were made by or on Defendant's behalf and with its knowledge and approval. Defendant knew about the calls, received the benefits of the calls, directed that the calls be made, and/or ratified the making of the calls.
14. The TCPA was enacted to protect consumers from unsolicited telephone calls like those alleged in this case.
15. In response to Defendant's unlawful conduct, Plaintiff files the lawsuit and seeks an injunction requiring Defendant to cease all unsolicited telephone calling activities to consumers as complained of herein and an award of statutory damages to the Plaintiff, together with costs, and pre- and post-judgment interest.

1. FACTS SPECIFIC TO PLAINTIFF

16. Plaintiff is the owner and customary user of a cellphone number ending in 3341.
17. At no time did Plaintiff ever provide his cellphone number to Defendant or provide Defendant, or any of Defendant's agents or contractors, with prior express consent to call.
18. Plaintiff was called by (779)-680-8982 on 8/29/2019, by (737) 238-2962 on 9/18/2019 and 9/23/2019, by (925)-239-0571 on 10/4/2019. Each of these calls was offering health insurance. Plaintiff pressed 2 to talk to a person and tried to buy insurance to find out who was calling. Plaintiff went along with the process until someone asked him to verbally release Defendant of TCPA liability. Plaintiff balked and was hung up on each time.
19. After that, Plaintiff consulted an attorney and was told that a verbal release didn't count, so, on 10/14, when plaintiff was called by 888-636-3834, Plaintiff completed a dummy sale to identify who was calling and purchased a plan with a group number of 001AFXH, Plan level: 100A, and member ID HCP4715900 and INA48897800.
20. The call was made by or on behalf of Defendant for the purpose of selling Defendant's products and services. Here, the call was made by employees or agents of Defendant, at the direction of Defendant, in accordance with a contract with Defendant, and with Defendant's substantial oversight and control.
21. Defendant knew about the calls and ratified them by approving them and/or knowingly receiving the benefits from them, and otherwise benefitted from the calls.
22. All of the calls attempted to solicit Plaintiff to purchase the health insurance plans that Defendant is a party to.
23. Prior to receiving the above-referenced calls, Plaintiff had no relationship with Defendant, had never provided his telephone number directly to Defendant, and

had never requested that Defendant place calls to him or to offer him any services.

24. Simply put, Plaintiff has never provided any form of prior express consent to Defendant, or to anyone acting on Defendant's behalf, to place telemarketing calls to his phone number.
25. Defendant was, and still is, aware that the above-described telemarketing calls were made to consumers like Plaintiff who never provided prior express consent to receive them.
26. To redress these injuries, Plaintiff, brings this suit under the TX 305 and TCPA, which prohibit unsolicited telemarketing calls to consumers' telephones and demands \$1500 per call (\$7500 total) together with costs and pre- and post-judgment interest.